

# Exhibit D



# ADELMAN'S TRUCK PARTS CORPORATION

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## IMPORTANT - PLEASE NOTE:

"TERMS AND CONDITIONS ON THE FRONT AND REVERSE SIDE APPLY. ANY DIFFERENT OR ADDITIONAL TERM PROPOSED BY BUYER IN ANY PURCHASE OR OTHERWISE IS HEREBY OBJECTED TO. THIS IS NOT AN ACCEPTANCE OF ANY PRIOR OFFER. NOR IS IT A CONFIRMATION OF ANY PRIOR ORAL DISCUSSION. BY SIGNATURE HEREON, BUYER ACCEPTS AND AGREES TO ALL TERMS AND CONDITIONS HEREOF."

INTL	DATE	INVOICE#
CP	10/11/2017	36793

<b>SOLD TO</b>
JONES TRANSPORT 283 GROVE COURT THOMASVILLE, NC 27360

<b>SHIP TO</b>
BRYANT TRUCK REPAIR 336 BURTON AVENUE HIGHPOINT, NC 27262

P.O. NO.	PAYMENT TYPE	SALESMAN	SHIP VIA
	WIRE TRANS.	BILL.	WARD

QTY.	ITEM	DESCRIPTION	PRICE PER UNIT	AMOUNT
1	USED MOTOR	USED CATERPILLAR C-7 MOTOR SERIAL # KAL61215	5,000.00	5,000.00
1	Freight out of State	Freight / WARD 1-3 DAYS  SHIPPED: 10/11/2017	304.00	304.00
BLOCK & CRANK GUARANTEED FOR 30 DAYS				
Subtotal				\$5,304.00
Sales Tax				(0.0%) \$0.00
Total				\$5,304.00
Payments/Credits				-\$5,304.00
Balance Due				\$0.00

### 1. EXPRESS WARRANTIES:

☐ None. Sale is final.

☐

**20% HANDLING CHARGE  
ON ALL RETURNS**

If a Seller shall provide any express warranties herein, Buyer will promptly inspect all Goods upon receipt and prior to Buyer's remedy for Seller's breach of any foregoing warranty is limited to Seller's refund to Buyer of the Purchase Amount (subject to a 20% restock charge) to Buyer upon Buyer's return of the Goods; or, Seller's replacement of the nonconforming Goods.

2. Core exchange units must be returned within 45 days to receive credit. Claims on defective merchandise must be made within 10 days of date of purchase.

3. Risk of Loss/FOB Sellers Place.

4. ENTIRE AGREEMENT: The terms and conditions contained herein, and on the reverse side (Item 1 - 14) shall constitute the entire and complete agreement between seller and Buyer superseding any and all oral and/or written statements or understandings of any kind or nature between Seller and Buyer and/or their respective representative(s). The Purchase Order may not be modified unless both Seller and Buyer shall agree to any such modification in writing which must be executed by a duty authorized representative of Seller.

BUYER:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**ALL claims and returned goods MUST be accompanied by this bill.**



5. INDEMNIFICATION: Buyer shall indemnify Seller and hold Seller harmless from and against any and all claims, causes of action, liabilities and/or expenses; including, without limitation, reasonable attorney fees, relating in any manner whatsoever to Buyer's use or transportation of the Goods and/or the intentional, reckless and/or negligent acts and/or omissions of Buyer and/or Buyer's agents relating thereto.
6. TRANSPORTATION: Buyer shall pay all freight, transportation, demurrage and insurance expenses for the Goods unless otherwise noted below:
7. PAYMENTS TERMS/DEPOSIT: If Seller establishes payment terms for the Buyer, Buyer will pay interest to Seller upon any past-due amount at the rate of one and one-half percent (1 - 1/2%) per month, being an annual interest rate of eighteen percent (18%). Time is of the essence concerning Buyer's full payment to Seller, but in any event balance is due within 30 days. Buyer's Deposit is non-refundable; provided, however, that Seller's retention of the Deposit shall be in addition to and not in lieu of the remedies available to Seller under Ohio law upon Buyer's breach of or default upon this Purchase Order.
8. ACKNOWLEDGEMENT OF INSPECTION/ACCEPTANCE AND WAIVER: Buyer acknowledges that Seller has prior to Seller's delivery of the Goods to Buyer and prior to this Purchase Order provided Buyer with the full and reasonable opportunity to inspect and/or test the Goods to determine the useability, conformance and condition thereof. Because the Goods are either used, reconditioned or rebuilt, Seller will not under any circumstances accept Buyer's return thereof. Buyer's acceptance of delivery from Seller of the Goods will constitute Buyer's absolute and irrevocable acceptance of the Goods as being conforming. Buyer waives any objections which buyer may have concerning the Goods and any rights which Buyer may have to reject the Goods, revoke acceptance thereof (in whole or in part) or otherwise seek to rescind Buyer's purchase thereof.
9. ORDER OF PRECEDENCE: The terms and conditions of sale as set forth herein shall take precedence over any additional or different terms and conditions of Buyer and shall otherwise constitute the entire understanding between Seller and Buyer relating to the Goods. Buyer's acceptance of the Goods is limited to the terms and conditions which Seller has specified herein. Upon Buyer's acceptance of this Purchase Order, Buyer will be deemed to have assented to the terms and conditions hereof. Any additional or different terms or conditions contained within the Buyer's Order and/or any other of Buyer's response(s) to this Purchase Order shall not be effective or binding upon Seller unless Seller shall specifically consent to the same in writing through Buyer's duly authorized representative. Seller's commencement of performance and/or delivery of the goods to Buyer shall not be deemed to be construed as an acceptance of any of Buyer's additional or different terms and/or conditions.
10. GOVERNING LAW: This Purchase Order shall be governed by and construed in accordance with the laws of the State Ohio. Seller and/or Buyer shall bring and/or initiate any claims, disputes and/or other legal proceedings respecting this Purchase Order and/or Goods in the Stark County, Ohio Common Pleas Court, which such court shall have sole and exclusive venue and jurisdiction over any such claims, disputes and/or other legal proceedings.
11. LIMITATION: In accordance with Ohio Revised Code Section 1302.98 (A), any claim, cause of action or proceeding relating to this Purchase Order and/or the Goods must be commenced within one (1) year from the date upon which any such claim or cause action accrued.
12. SEVERABILITY: If any provision of this Purchase Order is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Purchase Order shall remain in full force and effect and shall in no way be affected, impaired or otherwise invalidated.
13. NON-WAIVER: Seller's waiver of and/or acquiescence in any default by Buyer or Seller's failure to insist upon Buyer's strict performance of any of the terms or conditions of this Purchase Order shall not constitute Seller's waiver of any of Buyer's subsequent and/or other defaults or failures.
14. DISCLAIMER: EXCEPT AS MAY OTHERWISE BE CONTAINED IN THIS PURCHASE ORDER, SELLER MAKES NO EXPRESS WARRANTY WHATSOEVER RELATING TO THE GOODS, SELLER MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE GOODS WHICH BUYER IS ACQUIRING FROM SELLER HEREBY. SELLER IS SELLING AND DELIVERING THE GOODS TO BUYER "AS IS" AND NOT SUBJECT TO ANY EXPRESS AND/OR IMPLIED WARRANTY.
15. EXCLUSIVE REMEDIES: SELLER SHALL NOT BE LIABLE TO BUYER AND/OR SUCCESSOR AND/OR ASSIGN OF BUYER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. BUYER'S EXCLUSIVE REMEDY RELATING TO THE GOODS SHALL BE LIMITED SOLELY TO EITHER SELLER'S RETURN OF THE PURCHASE AMOUNT UPON SELLER'S RETURN OF THE NON-CONFORMING GOODS OR SELLER'S REPAIR, CORRECTION AND/OR REPLACEMENT OF ANY OF THE GOODS WHICH ARE DEFECTIVE AND/OR NON-CONFORMING.